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**CHAPTER 8****8-000 Forms****8-100 Forms**

The following forms are included in this pamphlet for the reader's convenience. They may be reproduced and used. DCAA has avoided marking them with data so that they may be used for this purpose. However, they may differ from the Standard Forms (SF)<sup>1</sup>.

a.(1)	SF 1443	Contractor's Request for Progress Payment (The enclosed form was reduced from its original size of 8.5 by 14 inches.)
a.(2)	SF 1443	Contractor's Request for Progress Payment Instructions
b.	SF 1034	Public Voucher for Purchases and Services Other Than Personal
c.	SF 1035	Public Voucher for Purchases and Services Other Than Personal (Continuation Sheet)
d.		Contract Pricing Proposal Cover Sheet (Former SF 1411). <sup>2</sup>
e.	CASB-CMF	Facilities Capital Cost of Money Computation
f.		Contractor's Release of Claims (2 pages) <sup>2</sup>
g.		Contractor's Assignment of Refunds, Rebates or Credits <sup>2</sup>

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<sup>1</sup> Contractors and other parties may obtain Standard Forms online from General Services Administration (GSA) at:

<http://www.gsa.gov/Portal/formslibrary.jsp?type=view&category=Standard+Forms&expandview>

or in hardcopy from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. If such forms are not available from the Superintendent of Documents, or if they are Agency forms, they may be obtained from the prescribing Agency (Reference FAR 53.107).

<sup>2</sup> These are not Standard Forms. They may be reproduced out of this manual or typed locally.

<b>CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT</b>		Form Approved CMB No. 9000-0010	
<b>IMPORTANT:</b> This form is to be completed in accordance with instructions on reverse.			
<b>SECTION I - IDENTIFICATION INFORMATION</b>			
1. TO: NAME AND ADDRESS OF CONTRACTING OFFICE (Include ZIP Code)		2. FROM: NAME AND ADDRESS OF CONTRACTOR (Include ZIP Code)	
PAYING OFFICE		3. SMALL BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO	
		4. CONTRACT NO.	5. CONTRACT PRICE \$
6. RATES		7. DATE OF INITIAL AWARD	
A. PROG. PMTS.	B. LIQUIDATION	8A. PROGRESS PAYMENT REQUEST NO.	
%	%	8B. DATE OF THIS REQUEST	
<b>SECTION II - STATEMENT OF COSTS UNDER THIS CONTRACT THROUGH</b>			
9. PAID COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE			(\$)
10. INCURRED COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE			\$
11. TOTAL COSTS ELIGIBLE FOR PROGRESS PAYMENTS (Item 9 plus 10)			\$
12. a. TOTAL COSTS INCURRED TO DATE			\$
b. ESTIMATED ADDITIONAL COST TO COMPLETE			
13. ITEM 11 MULTIPLIED BY ITEM 6a			
14. a. PROGRESS PAYMENTS PAID TO SUBCONTRACTORS			
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS			
c. UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (Item 14e less 14b)			
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT			
e. ELIGIBLE SUBCONTRACT OR PROGRESS PAYMENTS (Item 14c plus 14d)			
15. TOTAL DOLLAR AMOUNT (Item 13 plus 14e)			
16. ITEM 5 MULTIPLIED BY ITEM 6b			
17. LESSER OF ITEM 15 OR ITEM 16			
18. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED			
19. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 17 less 18)			
<b>SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS</b> *SEE SPECIAL INSTRUCTIONS ON BACK FOR USE UNDER THE FEDERAL ACQUISITION REGULATION.			
20. COMPUTATION OF PROGRESS PAYMENT CLAUSE (a(3)(i) or a(4)(i)) LIMITATION*			\$
a. COSTS INCLUDED IN ITEM 11, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE DATE IN HEADING OF SECTION II.			
b. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 11 less 20a)			
c. ITEM 20b MULTIPLIED BY ITEM 6a			\$
d. ELIGIBLE SUBCONTRACT OR PROGRESS PAYMENTS (Item 14e)			
e. LIMITATION (a(3)(i) or a(4)(i)) (Item 20c plus 20d)			
21. COMPUTATION OF PROGRESS PAYMENT CLAUSE (a(3)(ii) or a(4)(ii)) LIMITATION*			
a. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO DATE IN HEADING OF SECTION II.			
b. CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 5 less 21a)			
c. ITEM 21b MULTIPLIED BY ITEM 6b			
d. UNLIQUIDATED ADVANCE PAYMENTS PLUS ACCRUED INTEREST			
e. LIMITATION (a(3)(ii) or a(4)(ii)) (Item 21c less 21d)			
22. MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS (Lesser of Item 20e or 21e)			
23. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENT			
24. UNLIQUIDATED PROGRESS PAYMENTS (Item 18 less 23)			
25. MAXIMUM PERMISSIBLE PROGRESS PAYMENTS (Item 22 less 24)			
26. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Lesser of Item 25 or 19)			
27. AMOUNT APPROVED BY CONTRACTING OFFICER			

I certify that the above statement (with attachments) has been prepared from the books and records of the above-named contractor in accordance with the contract and the instructions herein, and to the best of my knowledge and belief, that it is correct, that all the costs of contract performance (except as herewith reported in writing) have been paid to the extent shown herein, or where not shown above have been paid or will be paid currently, by the contractor, when due, in the ordinary course of business, that the work reflected above has been performed, that the quantities and amounts involved are consistent with the requirements of the contract. That there are no encumbrances (except as reported in writing herewith or on previous progress payment request No. \_\_\_\_\_) against the property acquired or pro-posed for, and allocated or properly chargeable to the contract which would affect or impair the Government's title, that there has been no materially adverse change in the financial condition of the contract or since the submission of the most recent written information dated \_\_\_\_\_ by the contractor or to the Government in connection with the contract, that to the extent of any contract provision limiting progress payments pending first article approval, such provision has been complied with, and that after the making of the requested progress payment, the unliquidated progress payments will not exceed the maximum unliquidated progress payments permitted by the contract.

NAME AND TITLE OF CONTRACTOR REPRESENTATIVE SIGNING THIS FORM

**SIGNATURE**

NAME AND TITLE OF CONTRACTING OFFICER

SIGNATURE

**a.(2) SF 1443 Contractor's Request for Progress Payment Instructions****INSTRUCTIONS**

**GENERAL** - All entries on this form must be typewritten - all dollar amounts must be shown in whole dollars, rounded up to the next whole dollar. All line item numbers not included in the instructions below are self-explanatory.

**SECTION I - IDENTIFICATION INFORMATION.** Complete Items 1 through 8c in accordance with the following instructions:

Item 1. TO - Enter the name and address of the cognizant Contract Administration Office. PAYING OFFICE - Enter the designation of the paying office, as indicated in the contract.

Item 2. FROM - CONTRACTOR'S NAME AND ADDRESS/ZIP CODE - Enter the name and mailing address of the contractor. If applicable, the division of the company performing the contract should be entered immediately following the contractor's name.

Item 3. Enter an "X" in the appropriate block to indicate whether or not the contractor is a small business concern.

Item 5. Enter the total contract price, as amended. If the contract provides for escalation or price redetermination, enter the initial price until changed and not the ceiling price; if the contract is of the incentive type, enter the target or billing price, as amended until final pricing. For letter contracts, enter the maximum expenditure authorized by the contract, as amended.

Item 6A. PROGRESS PAYMENT RATES - Enter the 2-digit progress payment percentage rate shown in paragraph (a)(1) of the progress payment clause.

Item 6B. LIQUIDATION RATE - Enter the progress payment liquidation rate shown in paragraph (b) of the progress payment clause, using three digits - Example: show 80% as 800 - show 72.3% as 723.

Item 7. DATE OF INITIAL AWARD - Enter the last two digits of the calendar year. Use two digits to indicate the month. Example: show January 1982 as 82/01.

Item 8A. PROGRESS PAYMENT REQUEST NO. - Enter the number assigned to this request. All requests under a single contract must be numbered consecutively, beginning with 1. Each subsequent request under the same contract must continue in sequence, using the same series of numbers without omission.

Item 8B. Enter the date of the request.

**SECTION II - GENERAL INSTRUCTIONS. DATE.** In the space provided in the heading enter the date through which costs have been accumulated from inception for inclusion in this request. This date is applicable to item entries in Sections II and III.

**Cost Basis.** For all contracts with Small Business concerns, the base for progress payments is total costs incurred. For contracts with concerns other than Small Business, the progress payment base will be the total recorded paid costs, together with the incurred costs per the Computation of Amounts paragraph of the progress payment clause in FPR 1-30.510-1(a) or FAR 52.232-16, as appropriate. Total costs include all expenses paid and incurred, including applicable manufacturing and production expense, general and administrative expense for performance of contract, which are reasonable, allocable to the contract, consistent with sound and generally accepted accounting principles and practices, and which are not otherwise excluded by the contract.

**Manufacturing and Production Expense, General and Administrative Expense.** In connection with the first progress payment request on a contract, attach an explanation of the method, bases and period used in determining the amount of each of these two types of expenses. If the method, bases or periods used for computing these expenses differ in subsequent requests for progress payments under this contract, attach an explanation of such changes to the progress payment request involved.

**Incurred Costs Involving Subcontractors for Contracts with Small Business Concerns.** If the incurred costs eligible for progress payments under the contract include costs shown in invoices of subcontractors, suppliers and others, that portion of the costs computed on such invoices can only include costs for: (1) completed work to which the prime contractor has acquired title; (2) materials delivered to which the prime contractor has acquired title; (3) services rendered; and (4) costs billed under cost reimbursement or time and material subcontracts for work to which the prime contractor has acquired title.

**SECTION II - SPECIFIC INSTRUCTIONS**

Item 9. PAID COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE - Line 9 will not be used for Small Business Contracts.

For large business contracts, costs to be shown in Item 9 shall include only those recorded costs which have resulted at time of request in payment made by cash, check, or other form of actual payment for items or services purchased directly for the contract. This includes items delivered, accepted and paid for, resulting in liquidation of subcontractor progress payments.

Costs to be shown in Item 9 are not to include advance payments, downpayments, or deposits, all of which are not eligible for reimbursement; or progress payments made to subcontractors, suppliers or others, which are to be included in Item 14. See "Cost Basis" above.

Item 10. INCURRED COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE - For all Small Business Contracts, Item 10 will show total costs incurred for the contract.

Costs to be shown in Item 10 are not to include advance payments, downpayments, deposits, or progress payments made to subcontractors, suppliers or others.

For large business contracts, costs to be shown in Item 10 shall include all costs incurred (see "Cost Basis" above) for: materials which have been issued from the stores inventory and placed into production process for use on the contract; for direct labor; for other direct in-house costs; and for properly allocated and allowable indirect costs as set forth under "Cost Basis" above.

Item 12a. Enter the total contract costs incurred to date; if the actual amount is not known, enter the best possible estimate. If an estimate is used, enter (E) after the amount.

Item 12b. Enter the estimated cost to complete the contract. The estimate may be the last estimate made, adjusted for costs incurred since the last estimate; however, estimates shall be made not less frequently than every six months.

Items 14a through 14e. Include only progress payments on subcontracts which conform to progress payment provisions of the prime contract.

Item 14a. Enter only progress payments actually paid.

Item 14b. Enter total progress payments recouped from subcontractors.

Item 14d. For Small Business prime contracts, include the amount of unpaid subcontract progress payment billings which have been approved by the contractor for the current payment in the ordinary course of business. For other contracts, enter "0" amount.

**SECTION III - SPECIFIC INSTRUCTIONS.** This Section must be completed only if the contractor has received advance payments against this contract, or if items have been delivered, invoiced and accepted as of the date indicated in the heading of Section II above. EXCEPTION: Item 27 must be filled in by the Contracting Officer.

Item 20a. Of the costs reported in Item 11, compute and enter only costs which are properly allocable to items delivered, invoiced and accepted to the applicable date. In order of preference, these costs are to be computed on the basis of one of the following: (a) The actual unit cost of items delivered, giving proper consideration to the deferment of the starting load costs or, (b) projected unit costs (based on experienced costs plus the estimated cost to complete the contract), where the contractor maintains cost data which will clearly establish the reliability of such estimates.

Item 20d. Enter amount from 14e.

Item 21a. Enter the total billing price, as adjusted, of items delivered, accepted and invoiced to the applicable date.

Item 23. Enter total progress payments liquidated and those to be liquidated from billings submitted but not yet paid.

Item 25. Self-explanatory. (NOTE: If the entry in this item is a negative amount, there has been an overpayment which requires adjustment.)

Item 26. Self-explanatory, but if a lesser amount is requested, enter the lesser amount.

**SPECIAL INSTRUCTIONS FOR USE UNDER FEDERAL ACQUISITION REGULATION (FAR).**

Items 20 and 20e. Delete the references to a(3)(i) of the progress payment clause.

Items 21 and 21e. Delete the references to a(3)(ii) of the progress payment clause.

## b. SF 1034 Public Voucher for Purchases and Services Other Than Personal

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-121		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION				DATE VOUCHER PREPARED		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY	
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS						DATE INVOICE RECEIVED	
						DISCOUNT TERMS	
						PAYEE'S ACCOUNT NUMBER	
						GOVERNMENT BIL NUMBER	
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE		AMOUNT (1)
					COST	PER	
<b>TOTAL</b>							
PAYMENT:		APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
<input type="checkbox"/> PROVISIONAL		- \$		- \$1.00			
<input type="checkbox"/> COMPLETE		BY 2					
<input type="checkbox"/> PARTIAL							
<input type="checkbox"/> FINAL							
<input type="checkbox"/> PROGRESS		TITLE		Amount verified; correct for			
<input type="checkbox"/> ADVANCE				(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) 2				(Title)	
ACCOUNTING CLASSIFICATION							
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE 3			
\$							
1 When stated in foreign currency, insert name of currency.				PER			
2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.				TITLE			
3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary" or "Treasurer", as the case may be.							

Previous edition usable.

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**PRIVACY ACT STATEMENT**  
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

## c. SF 1035 Public Voucher for Purchases and Services Other Than Personal (Cont. Sheet)

Standard Form 1035 September 1973 4 Treasury FRM 2000 1035-110		<b>PUBLIC VOUCHER FOR PURCHASES AND          SERVICES OTHER THAN PERSONAL</b>  <i>CONTINUATION SHEET</i>				VOUCHER NO.  SCHEDULE NO.  SHEET NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	

PerFORM (DLA)

d. Contract Pricing Proposal Cover Sheet (Former SF 1411)

<b>CONTRACT PRICING PROPOSAL COVER SHEET</b> (Cost or Pricing Data Required)			1. SOLICITATION/CONTRACT/MODIFICATION NUMBER.		OMB No.: 9000-0013 Expires: 09/30/98	
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Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405

2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT		3c. TELEPHONE	
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT		AREA CODE NUMBER	
2c. STREET ADDRESS			4. TYPE OF CONTRACT ACTION (Check)			
2d. CITY						
5. TYPE OF CONTRACT (Check) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)			a. NEW CONTRACT		d. LETTER CONTRACT	
			b. CHANGE ORDER		e. UNPRICED ORDER	
			c. PRICE REVISION/REDETERMINATION		f. OTHER (Specify)	
			6. PROPOSED COST (A+B=C)			
			A. COST		B. PROFIT/FEE	
					C. TOTAL	

7. PERFORMANCE

PLACE	a.		PERIOD	a.	
	b.			b.	

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

a. LINE ITEM NO.	b. IDENTIFICATION	c. QUANTITY	d. TOTAL PRICE	e. PROP. REF. PAGE

9. PROVIDE THE FOLLOWING (If available)

NAME OF CONTRACT ADMINISTRATION OFFICE			NAME OF AUDIT OFFICE		
STREET ADDRESS			STREET ADDRESS		
CITY		STATE	ZIP CODE	CITY	
TELEPHONE		AREA CODE	NUMBER	TELEPHONE	

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify) <input type="checkbox"/> YES <input type="checkbox"/> NO	11a. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete item 11b) <input type="checkbox"/> YES <input type="checkbox"/> NO	11b. TYPE OF FINANCING / (Check one) <input type="checkbox"/> ADVANCE PAYMENT <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s) on reverse of form.) <input type="checkbox"/> YES <input type="checkbox"/> NO	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "No," explain on reverse of form) <input type="checkbox"/> YES <input type="checkbox"/> NO	

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

a. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	b. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO
c. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NONCOMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	d. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal is submitted in response to the solicitation, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b)(1), and Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form, or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)		16. NAME OF FIRM	
17. SIGNATURE		18. DATE OF SUBMISSION	

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STANDARD FORM 1411 (FC) (REV. 11.90)

## e. CASB-CMF Facilities Capital Cost of Money Computation

Form CASB-CMF									
FACILITIES CAPITAL COST OF MONEY FACTORS COMPUTATION									
CONTRACTOR:		ADDRESS:							
BUSINESS UNIT:									
COST ACCOUNTING PERIOD:		1. APPLICABLE COST OF MONEY RATE %	2. ACCUMULATION & DIRECT DISTRI- BUTION OF N V S	3. ALLOCATION OF UNDISTRIBUTED	4. TOTAL NET BOOK VALUE	5. COST OF MONEY FOR THE COST ACCOUNTING PERIOD	6. ALLOCATION BASE FOR THE PERIOD	7. FACILITIES CAPITAL COST OF MONEY FACTORS	
RECORDED				BASIS OF ALLOCATION	COLUMNS 2 + 3	COLUMNS 1 + 4	IN UNITS/IN OF MEASURE	COLUMNS 5 + 6	
BUSINESS UNIT FACILITIES CAPITAL	LEASED PROPERTY								
	CORPORATE OR GROUP								
	TOTAL								
	UNDISTRIBUTED								
	DISTRIBUTED								
OVERHEAD POOLS									
G & A EXPENSE POOLS									
TOTAL									//////

**f. CONTRACTOR'S RELEASE OF CLAIMS**

CONTRACT NO. \_\_\_\_\_

Pursuant to the terms of Contract No. \_\_\_\_\_ and in consideration of the sum of Dollars (\$ \_\_\_\_\_), which has been or is to be paid under the said contract to

\_\_\_\_\_ (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government) does remise, release and discharge the Government, its officers, agents, and employees of and from all liabilities, obligations, claims and demands whatsoever arising out of or under this contract, subject only to the following exceptions:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the contractor, as follows:

\_\_\_\_\_;

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the contractor to third parties arising out of the performance of this contract, which are not known to the contractor on the date of the execution of this release, and of which the contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, to comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense of prosecution and of litigation.



IN WITNESS WHEREOF, this release of claims has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

[Contractor Name] \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Witnesses: (1) \_\_\_\_\_

(2) \_\_\_\_\_

(NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed.)

#### CERTIFICATE

I, \_\_\_\_\_ [name], certify that I am the \_\_\_\_\_ [official title] of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_ [name], who signed said release on behalf of the Contractor was the \_\_\_\_\_ [official title] of said Corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

(CORPORATE SEAL)

**CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, OR CREDITS**

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**g. CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, OR CREDITS**

Contract No. \_\_\_\_\_

Pursuant to the terms of Contract No. \_\_\_\_\_ and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the \_\_\_\_\_ *[contractor name]*, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title and interest to all refunds, rebates, or credits (including any related interest), arising out of the materials portion of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, or credits (including any related interest) due, or which may become due, and to promptly forward to the Contracting Officer checks (made payable to the office designated for contract administration) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, or credits (including any related interest); to execute any protest, pleading, application, power of attorney, or any other papers in connection therewith; and to permit the Government to represent him at any hearing, trial, or other proceeding, arising out of such claim or suit.

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, OR CREDITS

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IN WITNESS WHEREOF, this assignment of refunds, rebates, or credits has been executed this

\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

(Contractor Name) \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Witnesses: (1) \_\_\_\_\_

(2) \_\_\_\_\_

(NOTE: In the case of a corporation, witnesses are not required, but the certificate below must be completed.)

CERTIFICATE

I, \_\_\_\_\_ [name], certify that I am the \_\_\_\_\_ [official title] of the corporation named as Contractor in the foregoing assignment, that \_\_\_\_\_ [name], who signed said assignment on behalf of the Contractor was the \_\_\_\_\_ [official title] of said Corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

(CORPORATE SEAL)